City of Elgin
P.O. Box 128 - 180 N. 8th Ave. - Elgin, OR 97827
Voice :(541)437-2253 Fax :(541)437-0131

4-10-18

NOTICE

City of Elgin Oregon City Council to Conduct:
Regular Council Meeting

When: Tuesday April 10th, 2018: Council Meeting 7:00pm
Where: Elgin City Hall, 180 Nth 8th Street, Elgin, Oregon 97827
For More Information, Please Contact Brock Eckstein, City Administrator/Recorder, at (541) 437-2253 or cityadm@cityofelginor.org.

MEETING AGENDA 7:00pm:

- 7:00pm Call to Order and Flag Salute
- Roll Call:

Councilor West____ Councilor Shaffer____ Councilor Burgess____ Councilor Warren____ Councilor Reed____
Councilor Hallgarth____ Student Councilor Martin____ Mayor Duffy____

- Revise/Approve Agenda
- Citizens May Speak About Items on the Current Agenda IF Called Upon at This Time

REPORTS

- Law Enforcement - UC Sheriff Department
- Ordinance Officer – Alex Duffy
- Municipal Court – Laura Eckstein
- Ambulance – Kevin Silvernail
  - Public Safety – Mayor Duffy/Councilor West and Warren
- Public Works – Director Larman,
  - Councilors Burgess/Reed
- Engineer's Report - JUB
- Parks and Rec – Bryan Jungling
- Library – Michele Timmons
- Planning Commission – Brock Eckstein
  - Planning Committee - Full
- Administrator – Brock Eckstein
  - Administration – Councilors Warren/Hallgarth
- Opera House – Councilors Shaffer
- Union County Chamber – Bob Kavanaugh
- Chamber – Admin. Eckstein/Councilor Hallgarth
- Lions Club – Mayor Duffy/Admin. Eckstein
- Stampeders – Councilor Burgess
- Women's Service Club – Councilor Warren
- Museum – Councilor Reed
- Rail Road – David Arnold
- Economic Development – Mayor Duffy
- Student Council – Ryan Martin

OLD BUSINESS

NEW BUSINESS

CITIZENS CONCERNS (3 Min. please sign in to speak; Council to receive information for future consideration, no decisions made at this time you may only speak on future items you would like to see on an agenda, NOTHING ELSE. All handouts and correspondence must go through the city administrator the Wednesday prior to the meeting date by 12:01 pm before the council can receive a copy.)

THE ELGIN CITY COUNCIL RESERVES THE RIGHT TO CALL EXECUTIVE SESSIONS FOR ANY PURPOSE UNDER ORS 192.660

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to:
Brock Eckstein (541) 437-2253 City Administrator/Recorder

Elgin Activities –MARCH 2018

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

HOURS	**529**	
CRIM. CITATIONS	2	
TRAFFIC CITATIONS	8	
WARNINGS	62	
ARRESTS	8	
CALLS FOR SERVICE	68	
FIELD INTERVIEWS	22	
WALK-INS	0	
REPORTS	8	
TOWS/IMPOUNDS	0	
OTHER	1	**noted with an * below**

The above hours were allocated as follows:

PATROL	**53 %**	**TRAFFIC ENFORCEMENT**	**20 %**
REPORTS	**9 %**	**INVESTIGATIONS**	**18 %**

Activities include:

Routine patrol including foot patrol, school patrol, truck route patrol, and traffic patrol
Ongoing Drug investigations and surveillance
Report of a found bicycle
Sex Offender registration investigation, found to be in compliance but referred to Ordinance Officer
Responded to a report of a violation of a Release Agreement
Stolen property recovered
OSP Assist
Possible Menacing/Harassment issue, unable to contact possible suspect
Attempted to locate an assault suspect
Call for service for a report of Theft of Services and Criminal Mischief
Cited one subject for Hit & Run
Report of a dead deer in town
Follow up on a Rape investigation
Responded to a vehicle accident
Call for service for possible child abuse, investigation and follow up
Agency assist x 5
Report of an abandoned vehicle
Investigate possible Unwanted Sexual Contact of a minor, unfounded
Report of a possible Domestic disturbance, verbal only, subjects counselled x 2
Responded to citizens questions regarding evicting their other half
Investigated a report of possible Child Abuse, unfounded
Responded to a report of Assault IV
Call for service for Theft I x 2
Report of possible Sex Abuse
Report of a suspicious vehicle
Attempted to locate a suspect with a warrant

Spoke with a citizen regarding personal belonging in an impounded vehicle
Welfare Check, unable to locate
Report of a Hit & Run
Call to report a possible poacher in the area, unable to locate
Report of possible Menacing, unfounded
DUII enforcement
Report of a suspicious vehicle
Possible burglary of medical Marijuana, unfounded
Welfare Check x 3
Call for service for Burglary II and Theft I, and follow up
Report of Telephonic Harassment
Call for service for a report of possible Child Neglect
Returned a stolen firearm to a citizen
Call for possible Animal Abuse, farmer shot a dog harassing his cattle, upon investigation farmer had shot the dog lawfully
DUII investigation, unfounded
Child Abuse investigation, and follow up
Report taken for Criminal Mischief
Responded to a call regarding motorhomes parked at the stampede grounds, unable to locate drivers to Trespass
Call for service for a report of a five year old runaway
Report of found property
*Assist Elgin Municipal Court with security
Report of a possible suicidal subject, unable to make contact
Arrested one subject for Failure to Register
Responded to a report of a Trespass situation at the Stampede grounds
Call for service for 2 mental subjects arguing at the gas station
Assist for a field fire

Elgin 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	20.00	17.50									
2	13.00	20.00	15.00									
3	10.00	15.75	23.75									
4	22.00	20.00	10.00									
5	17.50	23.00	24.00									
6	22.75	10.00	10.00									
7	17.00	9.00	16.00									
8	25.00	14.50	19.00									
9	11.50	18.00	19.25									
10	12.00	10.00	16.00									
11	17.50	18.50	21.25									
12	21.00	14.00	11.50									
13	20.25	11.00	16.00									
14	20.50	18.00	18.00									
15	12.50	24.00	21.00									
16	14.00	20.00	21.25									
17	6.50	14.00	14.00									
18	4.00	11.00	24.00									
19	10.00	20.00	21.50									
20	10.00	14.00	7.50									
21	10.00	14.00	16.50									
22	13.50	19.50	25.00									
23	15.00	17.50	23.75									
24	10.00	18.50	15.00									
25	28.50	23.00	14.50									
26	13.50	20.00	12.00									
27	10.00	13.00	13.00									
28	30.25	10.00	13.00									
29	24.00	0.00	15.50									
30	10.00	0.00	22.50									
31	3.50	0.00	11.75									
Total	**455.25**	**460.25**	**529**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

	420	420	420	420	420	420	420	420	420	420	420	420
Over/Shor	35.25	40.25	109.00	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)

Elgin Animal Enforcement Hours –MARCH 2018

Animal Enforcement officer Lani Jones contributed hours to the total for the month. These hours reflect animal control activities done by Deputy Jones and other deputies that assisted over the month.

The following will show the activities in Elgin by the Union County Sheriff's Animal Enforcement:

HOURS: 20.5

Calls for Service: 3

Dog at large: 8
Citations:
Warnings: 1
Impounds: 1
Other Action:

Dog Bites: 0

Barking Dog: 0
Citations:
Warnings:
Impounds:
Rehoming

Animal Abuse/Neglect: 1

Other: 0 noted with * below

Activities Included:
General patrol, including city park, previously reported problem areas, and areas based on complaints, and foot patrol
Dog in large in traffic, placed dog back in yard and left a notice for the owner
Picked up two dogs at large in traffic
Report of two dogs at large running near the grade school, unable to locate
Extra patrol due to a number of loose dogs the previous day
Attempted to catch a dog at large in traffic near the grade school, unable to catch
Impounded an abandoned cat
Responded to a call for a dog at large, unable to locate
Self-initiated contact made with a dog at large following a pedestrian & his dog. Contact made with male subject who stated he would contact the dog owner and take care of it
Impounded a chocolate lab at the high school, then returned to owner with a warning
Left a notice with a dog owner after following a dog at large to his residence

AEO 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1			2									
2		2	2.5									
3	1		2.5									
4	1.5	1										
5	1.5											
6	4											
7		1.5	1.5									
8	2		0.5									
9	1	3										
10		1.5										
11												
12												
13												
14		1	3									
15		1										
16		1.5	1									
17	1	2										
18	1	1										
19	2											
20												
21			2									
22			1									
23		2	1.5									
24	2	2	1									
25												
26												
27	2											
28		1.5	1									
29	2		1									
30												
31	1											
TOTAL	22	21	20.5	0	0	0	0	0	0	0	0	0

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

J·U·B ENGINEERS, INC.

CITY OF ELGIN CITY COUNCIL - ENGINEERING UPDATE

April 2018

ACTIVE TASK ORDERS

Project Name	Start	End	Summary of Progress
Sewer Collection System PER	October 2017	June 2018	Review and analyze data collected by City. Incorporate data into the existing Geodatabase. Write draft report.
Small City Allotment – 14th Avenue	February 2018	Spring 2018	J-U-B has developed a Scope of Work. City is reviewing.
North Development	February 2018	Summer 2018	J-U-B is assisting the City with preliminary planning efforts.

Elgin Municipal Engineering:

- ☐ Sewer Collection System PER
  - USDA Rural Development Grant ($30k) funds and the IFA Technical Assistance Grant ($20k) funds are obligated.
  - City staff has conducted an existing condition analysis on the sewer system for approximately half the City. City crews used the City of La Grande's TV camera to inspect the City sewers. J-U-B has reviewed and analyzed this data. Additional data collection is needed for the remainder of the City. J-U-B is on hold until additional data is received. Recommended projects will be developed once the data analysis is complete.
  - Development of the draft report is underway.
  - The PER will be completed and approved for use in the block grant application due in July 2018.
- ☐ Small City Allotment
  - Elgin was awarded a $50,000 Small City Allotment through ODOT.
  - City plans to add curb, gutter, and sidewalks to two blocks of 14th Avenue between Highway 204 and Birch Street.
  - J-U-B has developed a scope of work to assist with the design. The City is currently reviewing the scope.
- ☐ North Development
  - J-U-B is assisting Elgin with preliminary planning efforts of the proposed utilities for the development north of town.
  - J-U-B has contacted the regulatory agencies to determine what documentation is needed to approve the utilities for incorporation into the City's system.

Items of General Municipal Engineering Interest:

- ☐ None this month.

Monthly Council Report

April 2018

Library

We have been showcasing some of the Gem's from our Treasure Trove. February we had Blind Date with a book. Library staff picked some books and wrapped them and added a small description on the wrapping and patrons of all ages would check the books out. This was very fun and a big hit for the Junior high kids. Plus, all the kids had fun unwrapping all the books at the end. March was in honor of Oregon authors and April's is currently Books with humor.

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Monthly Administrator Report

Mr. Mayor and City Councilors,

- Boosting Ordinance Officer to Full-Time Hours
- Bringing Parks and Rec Director off Probation
- Dog License Update
- Budget Meeting Set for APR 23rd at 6:00 pm
- Executive Session 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- Executive Session 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Brock Eckstein

City Administrator

Allen J. Dubbs 3-20-18

Elgin Activities –FEBRUARY 2018

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

HOURS	**460.25**	
CRIM. CITATIONS	0	
TRAFFIC CITATIONS	6	
WARNINGS	32	
ARRESTS	4	
CALLS FOR SERVICE	60	
FIELD INTERVIEWS	20	
WALK-INS	0	
REPORTS	5	
TOWS/IMPOUNDS	0	
OTHER	0	**noted with an * below**

The above hours were allocated as follows:

PATROL	**51 %**	**TRAFFIC ENFORCEMENT**	**21 %**
REPORTS	**12 %**	**INVESTIGATIONS**	**16 %**

Activities include:

Routine patrol including foot patrol, school patrol, truck route patrol, and traffic patrol
Ongoing Drug investigations and surveillance
Call for service for a civil issue, options explained x 3
Responded to an automobile accident x 3
Report of a door open at a residence
Call for service to report a traffic complaint, will follow up
Arrested two subjects for Possession of a Controlled Substance Meth III following a traffic stop
Counselled a citizen on Firearm laws
Call for service to report a possible IRS phone scam
Report of illegal dumping, hauled to the dump
Responded to a call of a possible shoplifter
Call for service for a possible Trespass situation
Responded to a call for an issue with a juvenile x 2
Report of Fraud x 2
DHS Investigation x 3
Attempted to locate a wanted subject
Property damage investigation
Trespassed one subject from a business x 3
Report of a vehicle parked in a Handicap spot illegally
Report of speeding log trucks on Middle Rd
Call to report two suspicious people
Responded to a call of someone parked in someone else's driveway
Theft of propane from a business
Medical Assist x 2
Report of a possible Suicidal Subject
Arrested one subject for DUII, investigation and reports

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Monthly Administrator Report

Mr. Mayor and City Councilors,

- Sheriff Contract
- Calico Update
- Budget Dates
- Insurance Report
- Tech Contract
- April 1 Animal Control Start
- Planning Commission Update
- Executive Session 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- Executive Session 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Brock Eckstein

City Administrator

Financial Documents Emailed to Council

Report of a reckless driver
Welfare Check
Call for service for Telephonic Harassment, options explained
Arrested one subject for Assault IV, investigation and reports
Report of a verbal dispute
Call for service for a Hit & Run x 4
Located a reported lost citizen
Call for service for a parking complaint
Report of an abandoned child
Call for service for Telephonic Harassment
Report of a runaway juvenile
Responded to a report of an intoxicated woman wandering, unable to locate
Call for service for a burglar alarm
Report of a possible intoxicated driver
Responded to a fire at the plywood plant
Trespassed an individual from a residence
Report of a landlord/tenant issue
Call for service for a father and son fighting
Call to report a found bicycle

Elgin 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	20.00										
2	13.00	20.00										
3	10.00	15.75										
4	22.00	20.00										
5	17.50	23.00										
6	22.75	10.00										
7	17.00	9.00										
8	25.00	14.50										
9	11.50	18.00										
10	12.00	10.00										
11	17.50	18.50										
12	21.00	14.00										
13	20.25	11.00										
14	20.50	18.00										
15	12.50	24.00										
16	14.00	20.00										
17	6.50	14.00										
18	4.00	11.00										
19	10.00	20.00										
20	10.00	14.00										
21	10.00	14.00										
22	13.50	19.50										
23	15.00	17.50										
24	10.00	18.50										
25	28.50	23.00										
26	13.50	20.00										
27	10.00	13.00										
28	30.25	10.00										
29	24.00	0.00										
30	10.00	0.00										
31	3.50	0.00										
Total	**455.25**	**460.25**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

	420	420	420	420	420	420	420	420	420	420	420	420
Over/Shor	35.25	40.25	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)	(420.00)

Elgin Animal Enforcement Hours –FEBRUARY 2018

Animal Enforcement officer Lani Jones contributed hours to the total for the month. These hours reflect animal control activities done by Deputy Jones and other deputies that assisted over the month.

The following will show the activities in Elgin by the Union County Sheriff's Animal Enforcement:

HOURS: 21

Calls for Service: 10

Dog at large: 6
Citations:
Warnings:
Impounds: 1
Other Action:

Dog Bites: 0

Barking Dog: 0
Citations:
Warnings:
Impounds:
Rehoming

Animal Abuse/Neglect: 0

Other: 4 noted with * below

Activities Included:
General patrol, including city park, previously reported problem areas, and areas based on complaints, and foot patrol
Attempted to locate a dog previously reported to be chasing deer, unable to locate
*Report of two potbellied pigs running at large, unable to locate
Citizen reported a dog in traffic, unable to locate
*Discussed Kennel license information with a citizen
*Responded to a report of a deceased cat
Report of a dog at large causing other dogs to bark, impounded an Australian Shepherd
Call for service for barking dogs, unable to locate
Report of a found dog, owner located and dog returned
Contact made with all tenants in a dispute regarding dogs at large and dogs fighting, will follow up
Contact made with landlord regarding tenants & dogs
*Counselled a citizen on leash laws
Follow up with dog owner regarding leash law and dog aggression
Attempted to contact dog owner regarding dogs vs livestock
Attempted to catch a hound dog at large, unsuccessful
Report of a dog at large, reporting party returned to owner prior to AEO arrival

AEO 2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1			2									
2		2	2.5									
3	1		2.5									
4	1.5	1										
5	1.5											
6	4											
7		1.5										
8	2											
9	1	3										
10		1.5										
11												
12												
13												
14		1										
15		1										
16		1.5										
17	1	2										
18	1	1										
19	2											
20												
21												
22												
23		2										
24	2	2										
25												
26												
27	2											
28		1.5										
29	2											
30												
31	1											
TOTAL	22	21	7	0	0	0	0	0	0	0	0	0

Brock Eckstein

From: elginambulance@cityofelginor.org
Sent: Thursday, March 08, 2018 8:51 AM
To: Brock Eckstein
Subject: Report

Hello Brock and Councilors
This month we had a serious break down of the ambulance. It was fixed within 24hrs, but I think its time to look at replacing the current ambulance. In the next few months before budget meetings I will be getting quotes for new ambulances and coming up with possible alternatives. We are at run # 42 for the year. Amy will be testing for Nationals in April.
Thanks
Kevin Silvernail

Sent from my iPad

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J·U·B ENGINEERS, INC.

CITY OF ELGIN CITY COUNCIL - ENGINEERING UPDATE

March 2018

ACTIVE TASK ORDERS

Project Name	Start	End	Summary of Progress
Sewer Collection System PER	October 2017	May/June 2018	Review and analyze data collected by City. Incorporate data into the existing Geodatabase. Write draft report.
Small City Allotment – 14th Avenue	February 2018	Spring	J-U-B has developed a Scope of Work. City is reviewing.
North Development	February 2018	Summer	J-U-B is assisting the City with preliminary planning efforts.

Elgin Municipal Engineering:

- ☐ Sewer Collection System PER
  - USDA Rural Development Grant ($30k) funds and the IFA Technical Assistance Grant ($20k) funds are obligated.
  - City staff has conducted an existing condition analysis on the sewer system. City crews used the City of La Grande's TV camera to inspect the City sewers. J-U-B is reviewing and analyzing this data and incorporating the data into the existing geodatabase. Recommended projects will be developed once the data analysis is complete.
  - Development of the draft report is underway.
  - The PER will be completed and approved for use in the spring 2018 block grant application.
- ☐ Small City Allotment
  - Elgin was awarded a $50,000 Small City Allotment through ODOT.
  - City plans to add curb, gutter, and sidewalks to two blocks of 14th Avenue between Highway 204 and Birch Street.
  - J-U-B has developed a scope of work to assist with the design. The City is currently reviewing the scope.
- ☐ North Development
  - J-U-B is assisting Elgin with preliminary planning efforts of the proposed utilities for the development north of town.
  - J-U-B has contacted the regulatory agencies to determine what documentation is needed to approve the utilities for incorporation into the City's system.

Items of General Municipal Engineering Interest:

- ☐ None this month.

RV PARK IMPROVEMENTS

1-Fix the Wifi issues.

2-Build a Registration Office/RV Supplies Store on the 20x20 Concrete slab.

3-Replace 1 Set of Washer and Dryers in 2018, and the other set in 2019.

4-Start the remodel of the tent/Picnic area increasing our space's available to 50 and make better designated tent areas with fire pits in Fall of 2018.

5-Continue improvements of existing spaces with addition of dirt/gravel to make spaces more level.

6-Add concrete patio areas to larger spaces to give residents a place for outdoor dining.

7-Replace wooden picnic tables with aluminum or wire mesh tables that will better withstand the 4 seasons of weather.

8- Install underground sprinklers in picnic areas/tent areas and grass spaces around the park.

9-Install some type of picnic activities at the park. (Horse shoe pits, Volleyball court)

10-Look to potentially expand park with the purchase of pasture land next door.

Monthly Council Report

March 2018

Library

Current Activities

We are getting some conformations from people to performing and having some fun painting of rocks at our Library for our Summer Reading Program. This looks to be a very exciting and entertaining year.

AN AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2018, by and between UNION COUNTY, OREGON, a political subdivision of the State of Oregon, by and through the Sheriff for said County (hereinafter called COUNTY) and the CITY OF ELGIN, a municipal corporation of the State of Oregon (hereinafter called CITY).

WHEREAS, the CITY desires to contract with the COUNTY for law enforcement services from the Sheriff as provided herein; and

WHEREAS, the COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by ORS 190.010 and ORS 206.345;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1) COUNTY will provide law enforcement services within the city limits of CITY to the extent and in the manner hereinafter set forth. The law enforcement services will encompass duties and functions within the jurisdiction of, and customarily rendered by, the Sheriff of the COUNTY, and pursuant to the statutes of the State of Oregon. Such services will include the enforcement of the State Criminal and traffic statutes.
2) At full implementation, COUNTY will provide a minimum of 105 hours per week of law enforcement services, based on three deputies, to CITY under this agreement with said hours being calculated as time either spent performing service within the CITY limits, or otherwise directly related to the handling of matters occurring within said CITY limits. COUNTY will provide CITY with a monthly report of the law enforcement activities and services performed for the previous month being claimed as provided under this agreement. A deputy will provide the report at the monthly council meeting. Members of the Safety Committee will receive the report via e-mail at least a day prior (generally more than a day) to the council meeting. The Sheriff will meet with the full council bi-annually to review law enforcement services. City will have participation and input on all matters pertaining to the contract, however, the Sheriff will hold

final decision authority. County will notify Mayor City Administrator of major crimes or events occurring in City when appropriate.

3) Variants to the hour minimum requirement may be made by written agreement between CITY and COUNTY as deemed necessary or appropriate for certain reasons, such as, but not limited to, special events.

4) COUNTY will furnish and supply all labor, supervision, and training necessary for the performance of the law enforcement services under this agreement. COUNTY will provide all necessary administrative and employer services for all assigned deputies and will comply with all federal, state, and collective bargaining laws and agreements.

5) COUNTY will have use of current CITY secured police office as a sub-station with access by the City for emergencies by City Manager. CITY will provide office equipment to include phone, computer, internet access and copier. County will provide office supplies (paper, ink etc.).

6) The rendition of law enforcement services, standards of performance, discipline of officers, scheduling and coordination of services, and other matters incident or relating to the performance of such services, and the control of the personnel so employed will remain with the Sheriff, and otherwise under the control and responsibility of the COUNTY.

7) COUNTY hereby covenants and agrees to hold and save CITY, its officers, agents, assigns and employees harmless from all claims whatsoever that might arise against the CITY, its officers, agents, assigns and employees by reason of any act of the County, its officers, agents, assigns or employees in the performance of the law enforcement services or the administration thereof required by the terms of this Agreement, including any cost of defense, including attorney's fees associated with such claims.

8) CITY grants to COUNTY and the Sheriff full municipal police authority, and all rights of enforcement provided to CITY under federal or state law or county ordinance.

9) Deputies shall cite traffic violations and misdemeanor cases listed in Exhibit B, into CITY Municipal Court, at their discretion.

10) If CITY utilizes the services of a municipal ordinance enforcement officer, the CITY and COUNTY will coordinate the activities of the assigned deputies and personnel providing service under this Agreement with the ordinance enforcement officer when law enforcement support is deemed necessary.

11) Should CITY elect to terminate this Agreement, without cause, CITY will give at least 9 months notification of the termination. If contract is terminated for any reason by either party, except for breach of this agreement by the COUNTY, the pre-paid costs to the COUNTY will be forfeited by the City.

12) Contract will automatically renew annually with an increase of 1.5% each year. beginning in 2021.

13) If CITY decides to restart their Police Department even upon early termination, CITY agrees to give priority to hiring the COUNTY deputies hired to fulfill this contract if Deputies choose to work for the City. City will pay unemployment benefits for all assigned Deputies if contract is terminated early.

14) In consideration of the services provided for herein and above, the CITY agrees to pay in cash the amounts set forth in the attached Exhibit A, billed and payable quarterly at the beginning of the 3-month period. COUNTY will coordinate and communicate with the Safety Committee and Council regarding law enforcement services. All citizen concerns or issues involving law enforcement services or individual or group citizen grievances received by the City Council or Safety Committee should be referred to the COUNTY Sheriff or his designee.

15) Should litigation or arbitration be brought to enforce the rights and obligations under this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees at arbitration, at trial, or on appeal.

16) Orders to Show Cause from Elgin Municipal Court will be processed and served by the Sheriff's Office subject to normal associated fees.

APPROVED AND ACCEPTED by the CITY this _____ day of_____, 2018.

Mayor _____ City Administrator _____

APPROVED AND ACCEPTED by the COUNTY this __ day of_____, 2018.

_____ _____

County Commissioner Sheriff

_____

County Commissioner

_____

County Commissioner

EXHIBIT "A"

COSTS OF SERVICES:

YEAR 1 (2018-2019 fiscal year): $329,231.00 for services including dispatch, vehicle and equipment/training

YEAR 2 (2019-2020 fiscal year): $329,231.00 for services including dispatch, vehicle and equipment/training

YEAR 3 (2020-2021 fiscal year): $334,169.00 for services including dispatch, vehicle and equipment/training

EXHIBIT "B"

The following crimes and violations will be cited into Elgin Municipal Court unless the circumstances dictate they should be cited into Union Count Circuit Court:

OFFENSES AGAINST PUBLIC OFFICERS AND GOVERNMENT:

- Unsworn falsification
- Obstructing governmental or judicial administration
- Impersonation (unless impersonation is of a peace officer)
- False reports
- Refusing to assist in firefighting operations
- Resisting or refusing to aid officer
- Interfering with law enforcement officer
- Interfering with firefighter

OFFENSES AGAINST PUBLIC PEACE AND DECENCY:

- Menacing
- Recklessly endangering another person
- Disorderly conduct
- Harassment
- Abuse of venerated object
- Public indecency

OFFENSES AGAINST PROPERTY:

- Trespassing
- Invasion of personal property
- Offensive littering

OFFENSES BY OR AGAINST MINORS:

- Child Neglect in the 2nd degree
- Endangering welfare of minor
- Failing to supervise a child

WEAPONS AND FIREWORKS:

- Carrying a concealed weapon
- Unlawful use of weapon
- Sale, possession of fireworks

TRAFFIC

- Careless driving
- Unlawful passenger on bicycle

COMPUTER SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this *20th Day of March, 2018*

-BETWEEN-

"Skyler Payne"

-AND- City of Elgin

"THE CUSTOMER":

Business Name:	Elgin City Hall, Library and Public Works
Address:	
City:	
State:	
Zip Code:	
Telephone:	
Type of Service Location:	▫Business ▫Residence ▫Other (please describe):
Annual Contract Service Fee:	**$ $250.00 per month (Includes 10hrs of maintenance per month normally billed @ $65.00 per hour)**
Start Date Of Agreement:	
End Date Of Agreement:	

BACKGROUND:

- The Customer is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services in connection with the computer servicing needs of the Customer.
- The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1) **ENGAGEMENT**
   a) The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of PERSONAL COMPUTER and/or NETWORK MAINTANENCE, CLEANING, AND REPAIR SERVICES other services as the Customer & Service Provider may agree upon from time to time (the "Services"), and the Service Provider hereby agrees to provide Services to the Customer.

2) **TERM OF AGREEMENT**
   a) The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

3) **PERFORMANCE**
   a) The Service Provider agrees to service and repair Customer's business computer[s] at the location[s] at is designated in this Agreement when called upon to do so by the Customer if and when needed.

   b) Service Provider agrees to physically or remotely answer a service call request within four (4) hours of being called for service.

   c) The Service Provider also agrees to perform preventative maintenance services on Customer business workstation[s] and server[s] six (6) times per each year of the duration of this Agreement.

   d) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete repair at any given time—Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider if desired. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.

e) Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4) **COMPENSATION**
   a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated under "THE CUSTOMER" section of this Agreement for the contract duration as specified.
   b) Customer shall pay compensation of the service contract as agreed upon the signing of this agreement to Service Provider.

5) **ADDITIONAL COMPENSATION**
   a) The Customer will provide additional compensation as follows: The payment for all computer hardware parts replaced or software that is added. Customer will be invoiced for payment at the conclusion of the service call when performed.

6) **ASSIGNMENT**
   a) This agreement is a personal one, being entered into in reliance and upon consideration of personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

7) **CAPACITY/INDEPENDENT CONTRACTOR**
   a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

8) **MODIFICATION OF AGREEMENT**
   a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

9) **TIME OF ESSENCE**
   a) Time will be essence of this Agreement and of every part hereof. No extension variation of this Agreement will operate as a waiver of this provision.

10) **ENTIRE AGREEMENT**
   a) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement as expressed in it.

11) **SEVERABILITY**
   a) In any event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement.

12) **TERMINATION OF THIS AGREEMENT**
   a) The Customer may terminate this Agreement at any time giving the Service Provider a 90-day written notice.

   b) The obligations of the Service Provider under this Agreement will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

13) **GOVERNING LAW**
   a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of *[State of Contract]*, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement this _____ day of _____, 20____

Customer Authorized Signature: _____ Date: _____
Address: _____
City: _____
Telephone: _____
Fax: _____

Skyler Payne: _____ Date: _____

PROPOSED NEW SMALL CITIES NETWORK REGIONS

Region 1

Astoria, Bay City, Cannon Beach, Clatskanie, Columbia City, Garibaldi, Gearhart, Manzanita, Nehalem, Prescott, Rainier, Rockaway Beach, Scappoose, Seaside, Tillamook, Vernonia, Warrenton, and Wheeler

Region 2

Banks, Barlow, Durham, Estacada, Fairview, Gaston, Johnson City, King City, Maywood Park, North Plains, Rivergrove, and Wood Village

Region 3

Amity, Aumsville, Aurora, Carlton, Dayton, Detroit, Donald, Dundee, Falls City, Gates, Gervais, Hubbard, Idanha, Independence, Jefferson, Lafayette, Monmouth, Lyons, Mill City, Mt. Angel, Scotts Mills, Sheridan, St. Paul, Stayton, Sublimity, Turner, Willamina, and Yamhill

Region 4

Adair Village, Brownsville, Coburg, Creswell, Gates, Halsey, Harrisburg, Idanha, Junction City, Lowell, Lyons, Monroe, Mill City, Millersburg, Oakridge, Philomath, Scio, Sodaville, Tangent, Veneta, Waterloo, and Westfir,

Region 5

Depoe Bay, Dunes City, Florence, Lincoln City, Newport, Siletz, Toledo, Yachats, and Waldport

Region 6

Bandon, Brookings, Coquille, Gold Beach, Lakeside, Myrtle Point, Port Orford, Powers, and Reedsport

Region 7

Butte Falls, Canyonville, Cave Junction, Drain, Eagle Point, Elkton, Glendale, Gold Hill, Jacksonville, Myrtle Creek, Oakland, Phoenix, Riddle, Rogue River, Shady Cove, Sutherlin, Talent, Winston, and Yoncalla

Region 8

Antelope, Arlington, Boardman, Cascade Locks, Condon Dufur, Grass Valley, Heppner, Hood River, Ione, Irrigon, Lexington, Lonerock, Maupin, Moro, Mosier, Rufus, Shaniko, and Wasco

Region 9

Culver, Fossil, La Pine, Madras, Metolius, Mitchell, Prineville, Sisters, and Spray

Region 10

Bonanza, Chiloquin, Malin, Merrill, Lakeview, and Paisley

Region 11

Adams, Athena, Cove, Echo, Elgin, Enterprise, Helix, Imbler, Island City, Joseph, Lostine, Milton-Freewater, North Powder, Pilot Rock, Stanfield, Summerville, Ukiah, Umatilla, Union, Wallowa, and Weston

Region 12

Adrian, Burns, Canyon City, Dayville, Granite, Greenhorn, Haines, Halfway, Hines, Huntington, John Day, Jordan Valley, Long Creek, Monument, Mt. Vernon, Nyssa, Prairie City, Richland, Sumpter, Seneca, Unity, Vale

CITY OF ELGIN, OREGON ORDINANCE 1 (2018)

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF ELGIN, WITHDRAWING THE ANNEXED TERRITORY FROM UNION COUNTY AND ESTABLISHING ZONING FOR THE ANNEXED TERRITORY

Summary of Findings:

1. A request was filed by the owners of real property (Charles and Sheri Anderson of 70775 Middle Road, Elgin, Union County, Oregon) to annex property into the city limits and withdraw property from Union County, and to amend the Elgin Zoning Map to adopt a City zone designation for the annexed property of R-2/"Residential-2."

2. The City Council acting as the Planning Commission of the City of Elgin, after providing the required public notification, including the notification to the Department of Land Conservation & Development, held a public hearing on February 13th, 2018, for the purpose of reviewing the proposed requests and providing a recommendation to the City Council. The Planning Commission public hearing was held in accordance with the appropriate provisions of the Elgin Zoning Ordinance, and, after due deliberation and consideration of the proposed changes, the Planning Commission voted to recommend that the City Council approve the property owner's request.

3. The City Council of the City of Elgin, after provision of the required public notification, held a public hearing on February 13th, 2018, on the requested annexation and withdrawal, and the zoning of the property to be annexed.

4. The City Council made a determination after considering the recommendation of the Planning Commission, and the evidence and argument presented at the public hearing and in the record, that the request was in compliance with the applicable criteria and voted to approve the requested annexation, withdrawal, and zoning designations.

THE CITY OF ELGIN ORDAINS AS FOLLOWS:

Section 1. ANNEXATION, WITHDRAWAL, AND ZONING

A. Annexation. The following described territory is hereby annexed to and incorporated within the City of Elgin, Oregon:

Situate in the South half of Section 10, Township 1 North, Range 39 East of the Willamette Meridian, being a portion of Parcel 1 of Partition Plat Number 20060013T, plat records of Union County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 1, said point which bears North 45 ° 42'54" East, a distance of 768.92 feet from the quarter corner common to Sections 10 and 15 of said Township and Range,

Thence: South 86°16'36" West, along the South line of said Parcel 1, a distance of 566.71 feet, to an angle point in said South line,

Thence: North 89°43'35" West, continuing along said South line, a distance of 967.38 feet,

Thence: North 0°16'25" East, a distance of 662.14 feet,

Thence: South 89°43'35" East, a distance of 180.62 feet,

Thence: North 0° 16'25" East, a distance of 545.71 feet,

Thence: South 89°43'35" East, a distance of 223.47 feet,

Thence: North 0° 16'25" East, a distance of 34.00 feet,

Thence: South 89°43'35" East, a distance of 110.00 feet,

Thence: South 0°16'25" West, a distance of 34.00 feet,

Thence: South 89° 43'35" East, a distance of 338.07 feet, to the East line of said Parcel 1,

Thence: South 0° 10'56" West, along said East line, a distance of 1167.85 feet, to an angle point in the exterior of said Parcel 1,

Thence: South 89°43'35" East, along said exterior, a distance of 111.96 feet, to an angle point in said exterior of Parcel 1,

Thence: North 86° 16'36" East, along said exterior, a distance of 568.04 feet, to the West line of Hug's Addition,

Thence: South O O 10'56" West, along said West line, a distance of 40.09 feet, to the Point of Beginning.

Containing 22.10 acres.

B. Withdrawal. The territory annexed to the City of Elgin, as described in Section 1 (A) above, is hereby withdrawn from Union County, such withdrawal being deemed to be in the best interest of the City of Elgin.

C. Zoning. Ordinance's Number 5 (1983) and 1 (2004) (as amended) adopting the City of Elgin Zoning Map is hereby amended to provide for a zone designation on the Zoning Map for the territory annexed to the City of Elgin by designating the subject territory described in Section 1(A) above with the zone designation of R-2/"Residential-2."

Section 2. The findings attached as Exhibit "A" are hereby adopted in support of the annexation, withdrawal, and zoning designations as adopted in Section 1.

Section 3. This ordinance shall take effect 30 days after passage.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

_____

Mary West, Councilor ____ David Reed, Councilor ____

_____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

_____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 2 (2018)

AN ORDINANCE AMMENDING ORDINANCE TITLE 6 "ANIMALS" IN THE CITY OF ELGIN, OREGON BOOK OF ORDINANCES AND DECLARING AN EMERGENCY

Title 6 – Animals

Chapter 6.04 – Dogs

6.04.010 – Purpose

This code is implemented to be current with ORS Chapter 609 and protect the citizens of the City of Elgin from aggressive and nuisance dogs, and to regulate the ownership of animals within the City of Elgin.

6.04.020 – Definitions

"Adult dog" means any dog having a set of permanent canine teeth, or past the age of six months.

"Aggressive dog" – see Section 6.04.140

"Animal" means any member of the classes of reptiles, birds, or mammals, except man.

"Animal shelter" means a facility which is used to house or contain stray, homeless, abandoned or unwanted animals, and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit or profit organization devoted to the welfare, protection, and humane treatment of animals. Management policy will determine animals to be accepted at the animal shelter.

"At large" means any dog off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

"Companion animal" means any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

"Dangerous dog" – see Section 6.04.140

"Enforcement officer" means any law enforcement officer that may enforce any city, state, or federal regulations that may be applicable, including the City Ordinance Officer and his/her designee.

"Lawful" in regard to herding, hunting, or training means to be engaged in such activity on the property of another by permission, or on public land that is set aside and/or open for such use.

"Leash" means a cord or chain not more than eight feet in length by which an animal is physically controlled by the person accompanying it, and which is of a strength to restrain the animal.

"License tag" or "tag" means a pre-numbered identification license sold to an owner/custodian for a specific pet animal. Rabies identification or other identification may not be substituted or accepted in lieu of a license tag.

"Livestock" as defined by ORS 609.125.

"Owner" means any person owning, keeping, harboring, caring, for or having the right of possession to one or more dogs. For purpose of determining responsibility for dogs creating a nuisance, a dog shall be deemed to be harbored and owned if it is fed or sheltered for seven consecutive days or more. If a person decides to keep a stray, and the dog is old enough to be licensed, it shall be licensed within thirty (30) days. In a family setting, the owner is presumed to be the head of the family or the person whose name appears on a license registration, a rabies vaccination form, or lacking other means of determination, the owner is presumed to be the owner or leaseholder of the property where the dog is kept.

"Person" means any individual, partnership, association, corporation or other legal entity.

"Public nuisance" means any dog that unreasonably annoys humans, endangers the life or health of other animals or persons, or substantially interferes with the rights of citizens to enjoyment of life or property, other than their owners. The owner shall be personally liable for a dog that becomes a public nuisance and shall be financially liable for the actions of his/her dog.

"Restraint" means any dog secured by a leash or lead under the control of a responsible person and obedient to the person's commands, or under competent voice control. Restraint may include a pet carrier or other device sufficient to keep the dog from running at large.

"Under control" means the voice, signal or physical control to be restrained from approaching a bystander, from entering private property, and from causing damage to property. A dog is presumed not to have been under control if injury, damage or trespass has occurred.

"Veterinary hospital" means an establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

"Wild" or "exotic animals" – see Section 6.04.170.

6.04.030 – Provision of animal control services

The animal control services to be provided by this chapter may include, but are not limited to, the following:

1. Establishing and maintaining a dog licensing program for domestic dogs.
2. Capture and control of all types of dogs running loose within the City.
3. Investigation, reporting and where necessary, issuance of summons to owners on complaints of animals being kept in unsanitary, unhealthy, inappropriate or other unlawful conditions.

6.04.040 – Licensing

A. No person may own, harbor, keep or have custody of any dog over the age of six months unless the dog has current license issued by the City of Elgin. Animal shelters and approved foster homes are exempt from licensing.

B. All licenses shall be issued on a calendar year basis, expiring on December 31st each year and must be renewed prior to January 31st of the following year. Violation of this subsection is failure to license or renew license.

C. It is unlawful for any owner to use a license for any dog other than the one for which it has been issued. If there is a change of ownership of a licensed dog, the new owner must apply for and obtain a new license.

D. It is unlawful for any person to steal or remove the license tag from any dog.

E. It is unlawful to make any false statements for the purpose of securing a lesser license fee.

F. The keeping of dogs within the City of Elgin is forbidden unless the owners or keepers thereof shall procure a license for each dog. In any prosecution for a violation of this section or for determining the length of time an animal must be kept in impoundment, the absence of a tag appended to a dog's collar shall be prima facie evidence that said dog has not been legally licensed.

G. License fees shall be established by resolution of the City Council. To encourage owners to help in the control of unwanted pet births, the City of Elgin shall offer a reduced license fee for all spayed or neutered dogs.

6.04.050 – Kennel licensing

A. Land Use. The issuance of a license for a kennel shall not constitute approve of the land use nor be evidence of compliance with land use restrictions or regulations, which may apply to operation or location of the proposed kennel. Applicants must have approval from the City of Elgin.

B. Kennel Licensing Requirement. No person shall operate a kennel without first obtaining an annual license from the City of Elgin for each kennel operated. Fees shall be established by resolution of the Elgin City Council.

1. Dog owners can have up to three adult dogs (not including puppies up to six (6) months of age) on the premises at a time. If you have more than 3 adult dogs, you must apply for a kennel license at Elgin City Hall.

C. Kennel License Procedure. Upon receipt of an application for a dog kennel, the City Ordinance Officer, the City Administrator, or his designee shall inspect the facility, and upon determination that the facility complies with all provisions of this chapter and other city, state, and federal laws, shall issue a recommendation to the City of Elgin Planning Commission to approve the license. The City of Elgin Planning Commission shall approve or deny an application made under this chapter within sixty (60) days of inspection and the payment of the applicable fees.

D. Display of License. Each dog in the kennel over the age of six months shall wear a license tag provided by the City of Elgin. Each dog shall have a license form, and the license fee shall be in addition to the kennel fee. Fees shall be established by resolution of the Elgin City Council.

E. Denial and Revocation of License. A kennel license required under this section may be denied or revoked for any of the following reasons:

1. Failure to comply substantially with any provision of this chapter;
2. Conviction of the owner or any person subject to his direction or control for violation of any provisions of this chapter or other applicable state or federal law, rule, order or regulation pertaining to any activity relating to animals; or
3. Furnishing false information on the application for a license under this chapter.

F. Appeal from Denial or Revocation of License. If an application for a kennel license is denied or approved subject to conditions, or revoked, the applicant may appeal to the City Council no later than fifteen (15) days after the date of the decision by the Planning Commission. The City Council shall provide a hearing for the applicant within thirty (30) days of receiving the notice of appeal. Notice of the hearing by the City Council shall be mailed to the applicant by certified mail no later than ten (10) days prior to the hearing. A decision by the City Council resulting from an appeal under this section shall be reviewed only as provided in ORS Chapter 34.

G. Inspection. A kennel licensed under this chapter shall be subject to inspection by any law enforcement officer at any time for the purpose of determining compliance with this chapter. The law enforcement officer shall have the right to inspect the facility itself, as well as all records and other documents required to be kept by this chapter.

6.04.060 – Rabies control/bite quarantine

A. No person may keep or harbor in the City of Elgin a dog over six months of age which is not inoculated against rabies by a licensed veterinarian in accordance with current accepted standards.

B. Any dog afflicted with rabies or bitten by a rabid animal is deemed a nuisance and the owner or custodian of such dog is required immediately upon discovery to submit the dog to veterinary treatment and guarantee its confinement for such period and in such manner as directed by the county health officer, a licensed veterinarian, or law enforcement officer.

C. The county health officer may direct the detention of dogs suspected of having rabies, in accordance with health department administrative rules. Notwithstanding the provisions of any other portion of this chapter, any dog impounded for biting a person shall be held for not less than ten (10) days before redemption or destruction to determine if the dog is rabid.

D. The owner of a dog who bites a human shall notify law enforcement within twelve (12) hours of such bite, giving the name and address of the person bitten, if known.

E. Any person who is bitten by a dog shall notify law enforcement of such bite within twenty-four (24) hours, giving a description of the dog and the name and address of such owner, if known.

F. When a doctor, veterinarian, shelter employee, or medical clinic employee has information that a person has been bitten by a dog, such person shall notify law enforcement within twenty-four (24) hours.

G. All other animal bites shall be reported to the Union County Health Department, by the person bitten, their doctor or a hospital.

6.04.070 – Public Nuisance

A. The owner or keeper of a dog shall not allow the animal to be a public nuisance as defined in this chapter. The term "public nuisance dog" shall mean and include, but is not limited to, any dog that:

1. Is repeatedly, more than three (3) times in a one-year period, found at large;
2. Damages the property of anyone other than its owners;
3. Molests or intimidates a pedestrian or passerby;
4. Chases vehicles;

5. Excessively makes disturbing noises, including but not limited to continued and repeated howling, barking or whining for more than ten (10) minutes or intermittent barking for more than thirty (30) minutes in a sixty (60) minute period, causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored. If the barking is caused by the presence of predators such as coyotes, deer or other wildlife, or by a person intentionally taunting the dog, then the dog is not a public nuisance;
6. Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the dog is kept or harbored;
7. Causes unsanitary conditions in enclosures or surrounding where the dog is kept or harbored;
8. Is offensive or dangerous to the public health, safety or welfare by virtue of the number and/or types of dogs maintained;
9. Attacks livestock or companion animals not belonging to the owner;
10. Scatters garbage; or
11. Is a female in heat and running at large.

B. Any person who has cause to believe a dog is being maintained as a public nuisance may complain, whether orally or in writing, to the City of Elgin. The complaint shall be considered sufficient cause for an officer to investigate the matter and determine if the owner or keeper of the dog is in violation of this section or other sections of this chapter pertaining to nuisance.

C. An owner shall make every reasonable effort to see that every female dog in heat is confined in a building or secure enclosure in such manner that such female dog cannot come into contact with another dog, except for planned breeding.

D. Any dog whose owner allows or permits their animal to deposit excreta on public areas, recreation areas or on private property not belonging to the owner is hereby declared to be a nuisance and the owner shall be responsible for the removal of the excreta. In lieu of or in addition to removal of the excreta, the owner or custodian may be cited by a law enforcement officer for violation of this chapter.

E. Each day a nuisance exists may be an additional cause for a citation.

6.04.080 – Dog at large

A. It shall be unlawful for the owner or custodian of any dog to cause, permit or allow such dog to roam, run, stray, or be away from the premises of such owner or custodian and to be on any public place, any public property or the private property of another within the City. An owner or custodian of a dog may take it off the owner's or custodian's premises, provided the dog is under restraint. Any dog found roaming, running, straying, or being away from the owner's or custodian's premises and not on a leash or under control as herein provide, is deemed to be at large, and such dog may be seized an impounded subject to the redemption provision of this chapter. In lieu of, or in addition to, impounding a dog, the owner or custodian may be cited by any law enforcement officer for violation of this chapter.

B. The prohibition contained in this section shall not apply to dogs that are under control while engaged in one of the following:

1. Lawful herding of farm animal;
2. Lawful hunting activities;

3. Lawful competition sanctioned by a nationally recognized body or a local chapter thereof; or
4. Lawful training in preparation for such herding, hunting, or competitive activities.

6.04.090 – Impoundment

A. At large dogs may be lawfully taken by any law enforcement officer and impounded in an animal shelter.

B. Redemption. An owner reclaiming an impounded dog shall pay impoundment fees and boarding fees in accordance with fees set by the shelter. If the dog is required to be licensed, the fees shall be paid at the time of redemption, and the tags issued upon presentation of proof of rabies vaccination. Notwithstanding the above, no dog will be released without proof of rabies vaccination. If the person reclaiming the dog has outstanding unpaid tickets (tickets not pending hearing appeal), those must also be paid prior to the release of the dog.

C. Any dog apprehended or turned into the shelter for impoundment will be redeemable for a minimum of five days. The officer or shelter will make a reasonable effort to contact the owner of any dog wearing a collar with a valid license tag. Any dog not redeemed during the holding period will be deemed to have been surrendered to the animal shelter for disposition.

D. Seriously injured, diseased, or wild dogs need not be detained for the holding period, but with the concurrence of a veterinarian or certified euthanasia technician may be disposed of in a humane manner at any time. Notwithstanding the provisions of any other portion of this chapter, any dog impounded for biting a person shall be held for not less than ten (10) days before redemption or destruction, to determine if the dog is rabid, unless the owner shows proof of current rabies vaccination and has an adequate area for home quarantine, at the discretion of the Ordinance Officer.

E. Any impounded dog, following the holding periods, and dogs voluntarily surrendered to the animal shelter, shall be disposed of in a humane manner, or, at the discretion of the shelter manager, may be held for a longer period to allow for adoption.

F. Other animals may be impounded at the shelter's discretion.

6.04.100 – Animal Cruelty – In addition to ORS Chapter 167

The following, separately or together, are deemed to constitute cruel treatment to animals. Therefore, it shall be unlawful for any person to:

A. Tether, confine, or restrain any dog in such a way as to permit said dog to become frequently entangled in such tether, or render said dog incapable of consuming food or water provided for it. All dogs must have a fenced yard or cable run no shorter than twenty (20) feet long and no shorter than ten (10) feet wide. Small dogs no more than eight inches tall may be kept in an area no smaller than one hundred (100) square feet.

B. Confining a dog within or on a motor vehicle or other enclosure or structure when unattended and under such conditions as may endanger the health and well being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious dog.

C. Knowingly placing food of a description containing poisonous or other injurious ingredients in any location likely to be accessible to domesticated animals or livestock.

6.04.110 – Animal abandonment

Abandonment is defined as dropping off or leaving said animal on the street, road, or highway, or in a public place, or the private property of another person, firm, or corporation; or in case of a dog impounded at the animal shelter, a dog is presumed to be abandoned by its owner if they have taken no affirmative action to redeem the dog for a period of five days from the date of notice of impoundment. Animals may be left at the shelter by arrangement with shelter staff. If the owner refuses to redeem or pay fees for his/her animal, the owner may be cited for abandonment and the dog may be placed for adoption.

6.04.120 – Identification and classification of dangerous or aggressive dogs

A. Aggressive Level 1. A dog shall be classified as Aggressive Level 1 if while at large or secured in such a manner as to reach a public right-of-way, or secured in such a manner as to interfere with a legal right of entry to the dog owner's property, the dog does menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person or, while at large, threatens or causes injury to any domestic animal.

B. Aggressive Level 2. A dog shall be classified as Aggressive Level 2 if while at large or secured in such a manner as to reach a public right-of-way, or secured in such a manner as to interfere with a legal right of entry to the dog owner's property, the dog does aggressively bite or cause physical injury to any person, or while at large kills any domestic animal.

C. Dangerous. A dog shall be classified as dangerous if, whether or not confined, causes serious physical injury or death to a person; or is used in the commission of a crime; or is an Aggressive Level 2 dog that repeats the behavior after the owner is notified of the designation.

D. No dog shall be classified as dangerous or aggressive, even if the dog has engaged in these behaviors, upon a determination that the behavior was caused by abuse or torment of the dog, or criminal activity on the part of any victim.

E. No dog shall be found to be dangerous or aggressive if it is a dog trained for law enforcement purposes and is on duty under the control of a law enforcement officer.

F. A law enforcement officer shall determine whether any dog has engaged in the behaviors specified in subsection A, B, and C. The determination shall be based upon an investigation that includes observation of the dog's behavior by a law enforcement officer, or by other witnesses who personally observed the behavior. Observations must be in writing attesting to the observed behavior.

6.04.130 – Notification to owner of dangerous or aggressive dog

The City of Elgin shall give the dog's owner written notice by certified mail or personal service that includes the following:

A. The dog's specific behavior;

B. The dog's dangerous or aggressive classification; and

C. Restrictions applicable because of the dog's classification.

6.04.140 – Regulation of dangerous or aggressive dogs

A. Aggressive Level 1

1. Dogs classified as Aggressive Level 1 shall be restrained at all times by a physical device or structure whenever the dog is not on a leash or inside the owner's home, in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's legal access to the owner's property, whenever that dog is outside the owner's home and not on a leash.
2. The dog shall be licensed, and the license renewed as required.
3. Change of residence by owner or keeper or change of ownership of the dog shall be reported to the City of Elgin. The new owner shall be subject to the same restrictions for the dog as the original owner.
4. To ensure proper identification of the dog, the dog shall be microchipped at the owner's expense.

B. Aggressive Level 2

1. Dogs classified as Aggressive Level 2 shall be confined within a secure enclosure whenever the dog is not on a leash or inside the owner's home. The secure enclosure must be located in a manner that prevents the dog from reaching any public sidewalk or adjoining property and must be located so as not to interfere with the public's legal access to the owner's property, whenever that dog is outside the owner's home and not on a leash.
2. The dog shall not be off the property unless it is restrained and under the control of a capable person.
3. The owner/keeper shall purchase and post "Beware of Dog" sign at all entrances to the property if the behavior involved humans.
4. The dog shall be licensed, and the license renewed as required.
5. Change of residence by owner or keeper or change of ownership of the dog shall be reported to the City of Elgin. A new owner shall be subject to the same restrictions for the dog as the original owner.
6. To ensure proper identification of the dog, the dog shall be microchipped at the owner's expense.
7. The dog shall be sterilized at the owner's expense.

C. Dangerous

1. A dog classified as dangerous shall be impounded not less than ten (10) days after classification to allow for rabies quarantine prior to euthanasian, unless appealed.
2. The dog shall be impounded upon receipt by the owner/keeper of written notice of classification.
3. Where the subject dog has been impounded and an appeal has been filed, the owner/keeper of the dog shall be required to post a deposit of one hundred fifty dollars ($150) at the time the appeal is requested towards the expense of sheltering the animal during the appeal process.

4. If the classification of the dog as dangerous is upheld on appeal, the owner shall be liable for the cost of the dog's impoundment, and all fees incurred for sheltering and caring for the dog.
5. If the classification of dangerous is reversed on appeal, the deposit shall be returned.
6. Failure to file an appeal as provided or unexcused failure of a party to appear at a duly scheduled hearing, shall constitute a waiver by the party of any further appeal under this chapter. Upon entry of a waiver in the record, the last decision issued by law enforcement shall become final.

6.04.150 – Appeal procedures for aggressive and dangerous dogs

A. To appeal an aggressive or dangerous classification, the following must be met:

1. Appeal must be made in writing to the Elgin Municipal Court.
2. A twenty-five dollar ($25) appeal fee must accompany the written request.
3. In all dangerous dog classification appeals, a one hundred fifty dollar ($150) deposit must also accompany the written request to cover the costs to shelter the dog during the appeal process.
4. The written appeal, the twenty-five dollar ($25) appeal fee, and one hundred fifty dollar ($150) deposit for dangerous dog appeals must be received by the Municipal Court within ten (10) days from the date of notice of classification.

B. Pending appeal, the owner shall comply with the restrictions specified in the aggressive or dangerous notice. Failure to comply with these restrictions shall be considered a violation of Section 6.04.140.

IMPORTANT: FAILURE TO COMPLY WITH ALL APPLICABLE REQUIREMENTS UNDER THIS SECTION WITHIN TEN (10) DAYS FROM THE NOTICE OF CLASSIFICATION SHALL RESULT IN THE CLASSIFICATION BEING FINAL!

C. To appeal the decision of the Municipal Court regarding a dangerous dog classification, the owner may contact circuit court.

D. The owner can petition the Municipal Court to have the Aggressive Level 1 and Aggressive Level 2 classification removed if no subsequent citations have been issued for the following times:

Aggressive Level 1 – No citations or complaints for one year and the dog's behavior has changed to the point that the dog is no longer aggressive.

Aggressive Level 2 – No citation or complaints for two years and the dog's behavior has changed to the point that the dog is no longer aggressive.

6.04.160 – Cost of injured animals or carcass removal

A. If an injured dog requiring veterinary treatment is impounded by an officer or other person and the owner can be clearly identified, the officer shall have the authority to assess the costs of the veterinary treatment to the owner. Any owner refusing to pay such assessed costs may be cited for a violation of this chapter.

B. If the city is requested to remove a dead dog and the owner can be clearly identified, the city shall have the authority to assess the costs of removal and disposal to the owner; provided, however, the cost of removal/disposal shall be reasonably commensurate with the actual costs and that a reasonable attempt be made to contact the dead dog's owner prior to such removal.

6.04.170 – Keeping of wild or exotic dogs

The keeping of wild and exotic dogs shall be in accordance with Chapter 609 of the Oregon Revised Statutes.

A. In addition to all exotic dogs, any canine hybrid will be considered for the purpose of this chapter and shall be subject to all provisions in addition to any state or federal restrictions.

B. Canine hybrids may be licensed for the purpose of tracking and control, but issuance of a license does not imply that the hybrid is protected from rabies with a vaccination.

C. Hybrids which have bitten a person or another animal shall be taken into custody and immediately be humanely destroyed and the head submitted for analysis as required by state law.

D. An owner shall identify whether or not an animal is a hybrid, unless there is other evidence to the contrary such as the breeder of the animal stating that they are a hybrid, or other such proof, to the satisfaction of a law enforcement officer or the City Administrator. In the event of a dispute over an animal's breeding, the safety of the public shall take precedence over the rights of the animal owner.

E. Hybrids shall not be adopted from the animal shelter, but shall be humanely destroyed as soon as possible.

6.04.180 – Enforcement and penalties

A. The provisions of this chapter shall be enforced by any law enforcement officer. It shall be a violation of this chapter to interfere with a law enforcement officer in the performance of his/her duties.

B. Definitions. For the purposes of this section, the following terms are defined as follows:

1. Admissible Evidence – The Oregon Evidence Code shall be applicable to hearings held for violations of county infractions.
2. Municipal Court – The Elgin Municipal Court.

C. Establishment and purpose.

1. The power and responsibilities provided in this section, and subject too the procedures and limitations set forth below, are hereby established to further the public interest and protect the citizens of the City of Elgin.
2. The City of Elgin Municipal Court has been established for the purpose of providing a convenient and practical form for the administrative hearing and determination of civil violations of certain City Ordinances, in connection with, but not limited to, dog control ordinance violations.

D. Penalties. Fines for multiple convictions will be set by the court not to exceed five hundred dollars ($500). The Elgin City Council will set presumptive fines for the following offenses by resolution:

1. Allowing a dog to run at large or not under control
2. Having a dog that has been classified as an Aggressive Level 1 dog and allowing it to run at large or not under control
3. Having a dog that has been classified as an Aggressive Level 2 dog and allowing it to run at large or not under control
4. Animal abandonment

5. Animal cruelty
6. Public nuisance
7. Dog not licensed
8. Dog not licensed and not vaccinated
9. Failure to license a dog classified as an Aggressive Level 1 dog or Aggressive Level 2 dog

6.04.190 – ORS Chapter 609

In addition to any offenses listed in this chapter, any offense defined by ORS Chapter 609 shall also be a violation of this ordinance subject to the same penalty as defined by ORS Chapter 609, to the extent it does not conflict with this chapter.

6.04.200 – Declaration of Emergency

It is hereby determined and found that this chapter is necessary for the immediate preservation of the public health, peace and safety of the people of the City of Elgin, and by reason of the foregoing, an emergency is hereby declared to exist and this section shall be in full force and effect immediately upon and after the passage by the city council and signed by the Mayor of the City of Elgin.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

_____

Mary West, Councilor ____ David Reed, Councilor ____

_____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

_____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 3 (2018)

AN ORDINANCE ESTABLISHING PUBLIC CONTRACTING REGULATIONS FOR THE CITY OF ELGIN AND DECLARING AN EMERGENCY

WHEREAS, Chapter 2.04 of the City of Elgin Municipal Code provides:

> 2.04.030 - Rules.
>
> From time to time the city council, acting as the contract review board may, by resolution of the board, adopt rules for the exercise of its authority as the contract review board. Such rules may govern the meetings of the contract review board, qualifications of proposals and bids, disqualification of proposals and bids, appealing disqualifications of proposals and bids and exempting contracts from bidding requirements, for all contracts acquiring public improvements, goods and services and personal services compatible with the requirements of ORS Chapter 279.

WHEREAS, the City desires to adopt rules for the exercise of its authority as the contract review board for the City of Elgin.

THE CITY OF ELIGN ORDAINS AS FOLLOWS:

1. **Public Contracts – City of Elgin Policy.**

   A. **Short Title.** The provisions of this ordinance and all rules adopted under this ordinance may be cited as City of Elgin's Public Contracting Regulations.

   B. **Purpose of Public Contracting Regulations.** It is the policy of the City of Elgin in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

      (1) Promoting impartial and open competition;

      (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and

      (3) Taking full advantage of evolving procurement methods that suit the contracting needs of Union County as they emerge within various industries.

   C. **Interpretation of Public Contracting Rules.** In furtherance of the purpose of the objectives set forth in subsection B, it is the City Council's intent that City of Elgin Contracting Regulations be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.

2. **Application of Public Contracting Regulations.** In accordance with ORS 279A.025, City of Elgin's public contracting regulations and the Oregon Public Contracting Code do not apply to the following classes of contracts.

A. **Between Governments.** Contracts between the City of Elgin and a public body or agency of the State of Oregon or its political subdivisions, or between the City of Elgin and an agency of the federal government.

B. **Grants.** A grant contract is an agreement under which the City of Elgin is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. *The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by the City of Elgin for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.*

C. **Legal Witnesses and Consultants.** Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City of Elgin is or may become interested.

D. **Real Property.** Acquisitions or disposals of real property or interests in real property.

E. **Textbooks.** Contracts for the procurement or distribution of textbooks.

F. **Oregon Corrections Enterprises.** Procurements from an Oregon corrections enterprises program.

G. **Finance.** Contracts, agreements or other documents entered into, issued or established in connection with:

(1) The incurring of debt by the City of Elgin, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

(2) The making of program loans and similar extensions or advances of funds, aid or assistance by the City of Elgin to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;

(3) The investment of funds by the City of Elgin as authorized by law, or

(4) Banking, money management or other predominantly financial transactions of the City of Elgin that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the City Council.

H. **Employee Benefits.** Contracts for employee benefit plans as provided in ORS 243.105 1, 243.125 4, 243.221, 243.275, 243.291, 243.303 and 243.565.

I. **Exempt Under State Laws.** Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

J. **Federal Law.** Except as otherwise expressly provided in ORS 279C.800 to 279C870, applicable federal statues and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these regulations, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these regulations.

3. **Public Contracts – Regulation by the City of Elgin.** Except as expressly delegated under these regulations, the City of Elgin City Council reserves to itself the exercise of all of the duties and authority of a contract review board *and a contracting agency* under state law, including, but not limited to, the power and authority to:

A. **Solicitation Methods Applicable to Contracts.** Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;

B. **Brand Name Specifications.** Exempt the use of brand name specifications for public improvement contracts;

C. **Waiver of Performance and Payment Bonds.** Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement;

D. **Electronic Advertisement of Public Improvement Contracts.** Authorize the use of electronic advertisements for contracts in lieu of publication in a newspaper of general circulation;

E. **Appeals.** Hear properly filed appeals of appointed Solicitation Agents' determination of debarment, or concerning prequalification or contract award;

F. **Rulemaking.** Adopt contracting rules under ORS 279A.065, ORS 279A.070 including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements;

G. **Award.** Award all contracts;

H. **Delegation.** Delegate to any employee or agent of the City of Elgin any of the duties or authority of a contracting agency; and

I. **Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its Model Rules, the City of Elgin City Council shall review these regulations to determine whether any modifications to the regulations need to be adopted by the City of Elgin to ensure compliance with statutory changes.

4. **Public Contracts – Model Rules.** The Model Rules adopted by the Attorney General under ORS 279A.065 (Model Rules) are hereby adopted as the public contracting rules for the City

of Elgin, to the extent that the Model Rules do not conflict with the provisions of this Ordinance including any amendments to this Ordinance.

5. **Public Contracts – Designation of Solicitation Agents.** The following officials of the City of Elgin are designated as the Solicitation Agents for the following classes of contracts unless superceded by a specific designation by the City Council:

(1) Design and construction of public improvements –_____.
(2) Personal services contracts, other than for design of public improvements – administrative officer.
(3) Procurement and disposal of goods and services – administrative officer.

6. **Public Contracts – Definitions.** The following terms used in these regulations shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the City of Elgin until the contract is executed and delivered by the City of Elgin.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the City of Elgin, and under which the concessionaire makes payments to the City of Elgin based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the City of Elgin City Council.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by City of Elgin City Council under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for City of Elgin's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by City of Elgin under which City of Elgin relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy savings performance contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made in accordance with City of Elgin's Public Contracting Regulations to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain at least three written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the City of Elgin.

Oregon Public Contracting Code means ORS chapters 279A, 279B and 279C.

Person means a natural or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The City of Elgin City Council shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of Elgin of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the City of Elgin. "Public improvement" does not include:

(1) Projects for which no funds of the City of Elgin are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the City of Elgin with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the City of Elgin requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation or contract, the City of Elgin employee charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the City of Elgin City Council.

Solicitation documents means all informational materials issued by the City of Elgin for solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(3) A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

(4) Qualified legally to contract with the City of Elgin;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and

(6) Not been debarred by the City of Elgin, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by the City of Elgin which is no longer needed for use by the department to which such property has been assigned.

7. Public Contracts – Process for Approval of Special Solicitation Methods and Exemptions.

A. **Authority of Board of Commissioners.** In its capacity as contract review board for the City of Elgin, the City of Elgin City Council, upon its own initiative, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section 7.

B. **Basis for Approval.** The approval of a special solicitation method or exemption from competition must be based upon a record before the City of Elgin City Council that contains the following:

(1) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;

(2) The estimated contract price or cost of the project, if relevant;

(3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;

(4) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

(5) A description of the proposed alternative contracting methods to be employed; and

(6) The estimated date by which it would be necessary to let the contract(s).

In making a determination regarding a special selection method, the City of Elgin City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

C. **Hearing.**

(1) The City of Elgin shall approve the special solicitation or exemption after a public hearing before the City of Elgin City Council following notice by publication in at least one newspaper of general circulation in the Union County area.

(2) At the public hearing, the City of Elgin shall offer an opportunity for any interested party to appear and present comment.

(3) The City of Elgin City Council will consider the findings and may approve the exemption as proposed or as modified by the City of Elgin City Council after providing an opportunity for public comment.

D. **Special Requirements for Public Improvement Contracts.**

(1) Notification of the public hearing for exemption of a public improvement contract, or class of public improvement contracts, shall be published in a trade newspaper of general statewide circulation at least 14 days prior to the hearing.

(2) The notice shall state that the public hearing is for the purpose of taking comments on City of Elgin's draft findings for an exemption from the standard solicitation method. At the time of the notice, copies of the draft findings shall be made available to the public.

E. **Commencement of Solicitation Prior to Approval.** A solicitation may be issued prior to the approval of a special exemption under this section 7, provided that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the City of Elgin City Council approves the exemption. If the City of Elgin City Council fails to approve a requested exemption or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled.

8. **Public Contracts – Solicitation Methods for Classes of Contracts.** The following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the City of Elgin City Council

A. **Purchases from Nonprofit Agencies for Disabled Individuals.** The City of Elgin shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

B. **Public Improvement Contracts.**

(1) **Any Public Improvement.** Unless otherwise provided in these regulations or approved for a special exemption, public improvement contracts in any amount may be issued under an invitation to bid.

(2) **Non-Transportation Public Improvements Up to $100,000.** Public improvement contracts other than contracts for highway, bridge or other transportation projects for which the estimated contract price does not exceed $100,000 may be awarded using an informal solicitation for quotes or proposals.

(3) **Transportation Public Improvements Up to $50,000.** Contracts for which the estimated contract price does not exceed $50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.

(4) **City-Funded Privately-Constructed Public Improvements.** City of Elgin may contribute funding to a privately-constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

(a) City of Elign's contribution to the project may not exceed 25% of the total cost of the project;

(b) City of Elgin must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries as a public works project;

(c) The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

(d) The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;

(e) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the City of Elgin City Council to protect the City of Elgin against defective performance and claims for payment; and

(f) The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers compensation and liability insurance and to protect and provide indemnification to the City of Elgin for all claims for payment, injury or property damage arising from or related to the construction of the project.

C. **Personal Services Contracts.** Except as otherwise provided in these regulations, personal services contracts may be awarded in the same manner as contracts for services under ORS 279B.050, and 279B.060 to 279B.085.

(1) **Any Personal Services Contract.** Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

(2) **Personal Service Contracts Not Exceeding $150,000.** Contracts for personal services for which the estimated contract price does not exceed $150,000 may be awarded using an informal solicitation for proposals.

(3) **$75,000 Award from Qualified Pool.** Contracts for personal services for which the estimated contract price does not exceed $75,000 may be awarded by direct appointment without competition from a Qualified Pool.

(4) **Personal Service Contracts Not Exceeding $20,000 Per Year.** Contracts for which the Solicitation Agent estimates that payments will not exceed $20,000 in any fiscal year or $150,000 over the full term, including optional renewals, may be awarded under any method deemed in City of Elgin's best interest by the Solicitation Agent, including by direct appointment.

(5) **Personal Service Contracts for Continuation of Work.** Contracts of not more than $150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Solicitation Agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

D. **Hybrid Contracts.** The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

(1) **Design/Build and CM/GC Contracts.** Contracts for the construction of public improvements using a design/build or construction manager/general contractor determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the City of Elgin City Council or designee, upon application of the Solicitation Agent, in which the Solicitation Agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the City of Elgin.

(2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in this section 8, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the City of Elgin's Public Contracting Regulations.

E. **Contracts for Goods and Services.**

(1) **Any Procurement.** The procurement of goods or services, or goods and services in any amount may be made under either an invitation to bid or a request for proposals.

(2) **Procurements Up to $150,000.** The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed $150,000 may be made under an informal solicitation for either quotes or proposals.

F. **Contracts Subject to Award at Solicitation Agent's Discretion.** The following classes of contracts may be awarded in any manner which the Solicitation Agent deems appropriate to the City of Elgin's needs, including by direct appointment or purchase. Except where otherwise provided the Solicitation Agent shall make a record of the method of award.

(1) **Advertising.** Contracts for placing of notice or advertisements in any medium.

(2) **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.

(3) **Animals.** Contracts for the purchase of animals.

(4) **Contracts** Up to $5,000. Contracts of any type for which the contract price does not exceed $5,000 without a record of the method of award.

(5) **Copyrighted Materials; Library Materials.** Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

(6) **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

(7) **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

(8) **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414,125, 414.135 and 414.145.

(9) **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by Union County.

(10) **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.

(11) **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by City of Elgin for resale to consumers.

(12) **Sponsor Agreements.** Sponsorship agreements, under which the City of Elgin receives a gift or donation in exchange for recognition of the donor.

(13) **Structures.** Contracts for the disposal of structures located on city-owned property.

(14) **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued Contracts and are not subject to competitive procurement procedures.

(15) **Temporary Extensions or Renewals.** Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.

(16) **Temporary Use of County-Owned Property.** The City of Elgin may negotiate and enter into a license, permit or other contract for the temporary use of county-owned property without using a competitive selection process if:

(a) The contract results from an unsolicited proposal to the City of Elgin based on the unique attributes of the property or the unique needs of the proposer;

(b) The proposed use of the property is consistent with the City of Elgin's use of property and the public interest; and

(c) The City of Elgin reserves the right to terminate the contract without penalty, in the event the City of Elgin determines that the contract is no longer consistent with the City's present or planned use of the property or the public interest.

(17) **Used Property.** A Solicitation Agent may contract for the purchase of used property by negotiation if such property is suitable for the City of Elgin's needs and can be purchased for a lower cost than substantially similarly new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City of Elgin. The City of Elgin City Council shall record the findings that support the purchase.

(18) **Utilities.** Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

G. **Contracts Required by Emergency Circumstances.**

(1) **In General.** When an official with authority to enter into a contract on behalf of the City of Elgin determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or the City of Elgin City Council's approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(2) **Reporting.** An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances, (1) document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the City of Elgin and the public, and (2) notify the City of Elgin City Council of the facts and circumstances surrounding the emergency execution of the contract.

(3) **Emergency Public Improvement Contracts.** A public improvement contract may only be awarded under emergency circumstances if the City of Elgin City Council has made a written declaration of emergency. Any Public Improvement Contract awarded under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the City of Elgin City Council grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the City of Elgin City Council may waive the requirement for all or a portion of required performance and payment bonds.

H. **Federal Purchasing Programs.** Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration (GSA) as provided in this subsection.

(1) The procurement must be made in accordance with procedures established by GSA for procurements by local governments, and under purchase orders or contracts submitted to and approved by the City of Elgin City Council. The Solicitation Agent shall provide the City of Elgin City Council with a copy of the letter, memorandum or other documentation from GSA establishing permission to City of Elgin to purchase under the federal program.

(2) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(3) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the City of Elgin.

(4) If a single purchase of goods or services exceeds $150,000, the Solicitation Agent must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for Union County. This paragraph does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

I. **Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

J. **Surplus Property.**

(1) **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the Solicitation Agent that the

method of disposal is in the best interest of the City of Elgin. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the City of Elgin. The Solicitation Agent shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(a) **Governments.** Without competition, by transfer or sale to another county or department or public agency.

(b) **Auction.** By publicly advertised auction to the highest bidder.

(c) **Bids.** By public advertised invitation to bid.

(d) **Liquidation Sale.** By liquidation sale using a commercially recognized third—party liquidator selected in accordance with rules for the award of personal services contracts.

(e) **Fixed Price Sale.** The Solicitation Agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.

(f) **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

(g) **Donation.** By donation to any organization operating within or providing a service to residents of City of Elgin which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(2) **Disposal of Property with Minimal Value.** Surplus property which has a value of less than $500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

(3) **Personal-Use Items.** An item (or indivisible set) of specialized and personal use, other than police officer's handguns, with a current value of less than $100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by City of Elgin City Council.

(4) **Restriction on Sale to County Employees.** City employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase

property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.

(5) **Conveyance Purchaser.** Upon the consummation of a sale of surplus personal property, the City of Elgin shall make, execute and delivery, a bill of sale signed on behalf of the City of Elgin, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

K. **Concession Agreements.**

(1) **General.** No part of a Concession Agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the City of Elgin concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.

(2) **Classes of Contracts Eligible for Award Without Competition.** The following concession agreements may be awarded by any method deemed appropriate by the Solicitation Agent, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

(a) **Contracts Under $5,000.** Contracts under which the Solicitation Agent estimates that receipts by the City of Elgin will not exceed $5,000 in any fiscal year and $50,000 in the aggregate.

(b) **Single Event Concessions.** Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method determined by the Solicitation Agent to provide a fair opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.

(3) **Competitive Award.** Concession agreements solicited by the City of Elgin for the use of designated public premises for a term greater than a single event shall be awarded as follows:

(a) **Small Concessions.** For Concession Agreements for which the concessionaire's projected annual gross revenues are estimated to be $500,000 or less, the Solicitation Agent has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed $500,000, the Solicitation Agent may, but shall not be required to, reissue the solicitation as a request for proposals.

(b) **Major Concessions.** Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed $500,000 annually shall be awarded using a request for proposals.

9. **Public Contracts – Informal Solicitation Procedures.** The City of Elgin may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

A. Informally Solicited Quotes and Proposals.

(1) Solicitation of Offers. When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the Solicitation Agent, or in any other manner which the Solicitation Agent deems suitable for obtaining competitive quotes or proposals. The Solicitation Agent shall deliver or otherwise make available to potential offerors, a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

(2) Award. The Solicitation Agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the Solicitation Agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than or in addition to, price, the Solicitation Agent shall award the contract to the responsible offeror that will best serve the interest of City of Elgin, based on the criteria for award.

(3) Records. A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

B. Qualified Pools.

(1) General. To create a qualified pool, the City of Elgin City Council may invite prospective contractors to submit their qualifications to the City of Elgin for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

(2) Advertisement. The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at City of Elgin's main office and on its website.

(3) Contents of Solicitation. Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, but shall not be limited to qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment,

and other relevant qualifications that are importance to the contracting needs of the City of Elgin.

(4) **Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the City of Elgin and all pool participants are parties. The Contract shall contain all terms required by the City of Elgin, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the City of Elgin may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any City of Elgin contract.

(5) **Use of Qualified Pools.** Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the City of Elgin City Council shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the City of Elgin City Council determines that the best interests of the City of Elgin require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

(6) **Amendment and Termination.** The City of Elgin City Council may discontinue a qualified pool at any time. Or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

(7) **Protest of Failure to Qualify.** The City of Elgin City Council shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the City of Elgin City Council in the manner described in section 13.

10. Public Contracts – Use of Brand Name Specifications for Public Improvements.

A. **In General.** Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:

(1) It is unlikely that such exemption will encourage favoritism in the awarding of Public Improvement Contracts or substantially diminish competition for Public Improvement Contracts; or

(2) The specification of a product by brand name or make, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City of Elgin; or

(3) There is only one manufacturer or seller of the product of the quality required; or

(4) Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.

B. **Authority of the Elgin City Council.** The City of Elgin City Council shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection A.

C. **Brand Name or Equivalent.** Nothing in this section 10 prohibits the City of Elgin from using a "brand name or equivalent" specification, from specifying one or more comparable product as examples of the quality, performance, functionality or other characteristics of the product needed by the City of Elgin, or from establishing a qualified product list.

11. Public Contracts – Bid, Performance and Payment Bonds.

A. **Solicitation Agent May Require Bonds.** The Solicitation Agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

B. **Bid Security.** Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed $75,000 shall require bid security. Bid security for a request for proposal may be based on City of Elgin's estimated contract price.

C. **Performance Bonds.**

(1) **General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.

(2) **Contracts Involving Public Improvements.** Prior to executing a contract for more than $50,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on a faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the City of Elgin and any public agency that is providing funding for the project for which the contract was awarded.

(3) **Cash-in-Lieu.** The City of Elgin City Council may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

D. **Payment Bonds.**

(1) **General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.

(2) **Contracts Involving Public Improvements.** Prior to executing a contract for more than $50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of a claim under ORS 279C.600.

E. **Design/Build Contracts.** If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

F. **Construction Manager/General Contractor Contracts.** If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection A of this section upon execution of an amendment establishing the guaranteed maximum price. The City of Elgin City Council shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

G. **Surety; Obligation.** Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to City of Elgin or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the City of Elgin City Council.

H. **Emergencies.** In cases of emergency, or when the interest or property of the City of Elgin probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of section 8.G, unless the City of Elgin City Council requires otherwise.

12. **Public Contracts – Electronic Advertisement of Public Improvement Contracts.** In lieu of publication in a newspaper of general circulation in Union County's metropolitan area, the advertisement for an invitation to bid or request for proposals may be published electronically by posting on City of Elgin's website, provided that the following conditions are met:

A. The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

B. The Solicitation Agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in Union County's metropolitan area and will provide costs savings for the City of Elgin, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in Union County's metropolitan area in encouraging meaningful competition.

13. Appeal of Debarment or Prequalification Decision.

A. **Right to Hearing.** Any person who has been debarred from competing for county contracts or for whom prequalification has been denied, revoked or revised may appeal the Solicitation Agent's decision to the City of Elgin City Council as provided in this section 13.

B. **Filing of Appeal.** The person must file a written notice of appeal with the City of Elgin City Council within three (3) business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

C. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

(1) Promptly upon receipt of notice of appeal, the City of Elgin City Council shall notify the appellant of the time and place of the hearing;

(2) The City of Elgin City Council shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal; and

(3) At the hearing, the City of Elgin City Council shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility, upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

D. **Decision.** The City of Elgin City Council shall set forth in writing the reasons for the decision.

E. **Costs.** The City of Elgin City Council may allocate the City of Elgin's costs for the hearing between the appellant and the City of Elgin. The allocation shall be based upon facts found by the City of Elgin City Council and stated in the City of Elgin City Councils' decision that, in the City of Elgin City Council's opinion, warrant such allocation of costs. If the City of Elgin City Council does not allocate costs, the costs shall be paid as by the appellant, if the decision is upheld, or by the City of Elgin, if the decision is overturned.

F. **Judicial Review.** The decision of the City of Elgin City Council may be reviewed only upon a petition in the circuit court of City of Elgin filed within 15 days after the date of the City of Elgin City Council's decision.

11. **Emergency Adoption**

An emergency is hereby declared to make this ordinance immediately effective upon passage to enable county departments to procure items in the most cost effective and efficient manner.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

_____

Mary West, Councilor ____ David Reed, Councilor ____

_____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

_____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON ORDINANCE 4 (2018)

AN ORDINANCE AMENDING ORDINANCE NUMBER 162, SECTION 2, 3-13-07 CHAPTER 8.12 OPEN BURNING AND DECLARING AN EMERGENCY

THE CITY OF ELGIN ORDAINS AS FOLLOWS:

8.12.010 - Definitions.

"Burning container" is an enclosed container of non-combustible material such as ferrous metal or masonry and screened with metal wire mesh, the container shall be constructed so as to entirely contain the combustible wastes and to prevent any burning materials from leaving the container while burning.

"Cooking fire" is an open burning fire used exclusively for cooking food, excluding gas or charcoal fired cooking grill fires.

"Nuisance burning" is to mean any burning that is in violation of OAR or other state regulations, or any burning that causes a nuisance as determined by a fire or police officer or ordinance officer.

"Open burning" means all burning conducted outside the limits of an enclosed building such as a residence, shop, store, garage, etc.

"Responsible person" is to mean a person who is reasonably capable of extinguishing an open burning fire or accidental secondary fire.

"Safety area" is to mean an area free of combustible materials surrounding the burning container or an open unconfined burning pile, of sufficient size so as to prevent the kindling of any secondary fire.

"Safety equipment" is to mean water, either in containers or by garden hose, and shovels, rakes, or any other such items that are required for extinguishing of a permitted fire.

"Unconfined burning pile" is a pile of combustible vegetative debris suitable for burning, located within a proper safety area.

"Vegetative debris" is yard debris which includes limbs, twigs, and cut trees and shrubbery, but excludes tree leaves, grass clippings and other slow burning vegetable matter.

"Wire mesh" or "screening" is to mean a ferrous metal wire mesh or screen with openings small enough to entirely confine the burning material within the burning container. Openings within the screen or mesh are to be less than one square inch in area.

8.12.020 - Burning regulations.

A. Nuisance Burning is Prohibited. Regulations governing burning that is harmful to persons or the environment are defined in the Oregon Administrative Rules; Chapter 340, Division 23. Also see nuisance burning in Section 8.12.010, definitions.

B. Open burning is prohibited within the city except as provided in Section 8.12.030.

C. The use of burn barrels or other burning containers such as incinerators for burning trash, paper and other household materials is prohibited.

D. All open burning shall be limited to the hours specified by resolution of the city council. All open burning fires are to be completely extinguished outside of the time limit(s) set by the aforementioned resolution.

E. During a period of fire hazard, burning hours will be further restricted under the direction of the State Fire Marshall, and/or the fire chief of the Elgin rural fire district and/or the Union County Emergency Director.

F. Burning hours restrictions shall not apply to supervised controlled burning conducted by the Elgin rural fire district.

8.12.030 - Conditions permitting open burning.

Open burning may be allowed under the following conditions only:

A. Cooking fires used exclusively for cooking.

B. Fires located in fire pits associated with approved and supervised campsites.

C. Outdoor (hearth) fireplaces and chimney's (chimney patio fireplaces) with spark arresters (i.e. screens on chimney, etc.) used for cooking and/or heating purposes;

D. Propane, natural gas, or briquette barbeques that meet applicable federal, state, and local requirements.

~~E. Vegetative debris may be burned in an open burn pile only under all of the following conditions:~~

~~1. Vegetative debris includes only limbs, twigs, and cut trees and shrubbery. Materials other than vegetation (i.e. garbage, tires, paper, cardboard, furniture, etc.) is prohibited and is subject to a fine.~~

~~2. The person first obtains an inspection and burn permit from the Elgin rural fire department;~~

~~3. The Elgin rural fire department shall be contacted immediately prior to igniting the burn pile;~~

~~4. All applicable U.S. Forest Service and Oregon Department of Forestry regulations on opening burning shall apply.~~

E. Violation of this section is unlawful burning.

8.12.040 - Safety.

A. All open burning shall be located so-as-to provide a safety area around any fire.

~~B. All unconfined burning piles shall be constantly supervised. Safety equipment shall be readily available during burning, for use in extinguishing the fire or by accidental secondary fire.~~

B. No open burning shall be permitted if, in the sole judgment of the fire chief or his designate or the ordinance officer, such open burning would constitute a fire safety-hazard, or the smoke would be a nuisance.

8.12.050 - Responsibility.

A. Open burning shall be conducted only by a responsible person or a person directly supervised by a responsible person.

B. The responsible person in charge of conducting open burning shall be held liable for all damage resulting from the burning and will be subject to any penalties for the violation of this ordinance or the regulations of the state of Oregon.

8.12.060 - Costs of suppressing fires.

If any fire department response is required to suppress an uncontrolled fire and the fire department determines that the fire was caused or started by one of the exceptions listed in Section 8.12.030 (A) through (E), the property owner shall reimburse the Elgin rural fire department and the City of Elgin for those costs associated with the suppression efforts.

8.12.070 - Permit required.

A permit shall be obtained from the Elgin rural fire department prior to igniting any open burn, excluding those exceptions listed in Section 8.12.030 (A), (B), (C) and (D). A fee may be established by city council resolution, any such fee shall be paid at the time of permit application. Any Elgin rural fire department officer or police personnel or ordinance officer (i.e., city, county, etc.) may revoke a permit obtained under this section if the Officer determines the fire and/or smoke is a danger to persons or property or is a nuisance to others. If a burning permit is revoked, the fire must immediately be extinguished by the responsible person or person in control of the fire. If the fire is not extinguished as directed by the officer, the fire department may extinguish the fire and bill the permit holder for expenses.

8.12.080 - Discontinuance.

Notwithstanding anything to the contrary in this ordinance, the Elgin rural fire department and ordinance officer may prohibit all open burning within the city and cause the immediate cessation of all open burning if the fire department determines, in its sole discretion, that smoke emissions may be offensive to occupants of surrounding properties or that open burning may be a hazardous condition.

8.12.090 - Use of woodstoves restricted.

The burning of any materials other than wood in woodstoves, fireplaces or outdoor (hearth) fireplaces is prohibited, except paper may be used as a starting agent. Woodstoves, fireplaces or outdoor fireplaces must be used for heating purposes only and may not be used to burn garbage, paper, cardboard. plastics, leaves, twigs or other yard debris. Violation of this section is unlawful burning of prohibited materials in a woodstove.

8.12.100 - Violation—Penalties—Summary abatement.

Violation of this ordinance shall be considered an infraction and shall be punishable by a fine of not more than fifty dollars ($50.00) for the first violation, not more than one hundred fifty dollars ($150.00) for the second violation, and not more than two hundred fifty dollars ($250.00) for each subsequent violation. Any act prohibited by this chapter shall be considered a nuisance subject to immediate and summary abatement by fire or police personnel. Costs of abatement shall be assessed against any person who violates the provisions of this chapter and shall be imposed in addition to any fine.

8.12.110 - Officers authorized to issue citations.

All sworn fire and police officers and ordinance officers may issue a citation to appear in court to any person who violates the ordinance codified in this chapter.

8.12.120 - Conflicting ordinances.

Any ordinance of the city of Elgin which is in conflict with the ordinance codified in this chapter is hereby repealed in as much as it is in conflict herewith. All other provisions of any such ordinance remains in effect.

8.12.130 - Severability clause.

The sections and subsections of the ordinance codified in this chapter are severable. The invalidity of a section or subsection shall not affect the validity of the remaining sections and subsections herein.

Emergency Adoption

An emergency is hereby declared to make this ordinance immediately effective upon passage to enable city departments to procure items in the most cost effective and efficient manner.

PASSED AND ADOPTED this 13th day of March, 2018.

With _____Ayes, ____ Nays, _____ Abstentions, _____ Absent

Signed;

_____

Allan Duffy, Mayor

Mary West, Councilor ____ David Reed, Councilor ____

Rocky Burgess, Councilor ____ Kathy Warren, Councilor ____

Teresa Shaffer, Councilor ____ Risa Hallgarth, Councilor ____

State of Oregon County of Union

I hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 13th day of March 2018.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires June 7th, 2019

CITY OF ELGIN, OREGON RESOLUTION 4 (2018)

A RESOLUTION INCREASING HU-NA-HA RV PARK RATES

NOW THEREFORE BE IT RESOLVED THAT: New Hu-Na-Ha RV Park Rates are as follows:

Tent Camping- $20 per day (Currently $15) Weekly Rate-$100 (Currently $98)

Dailey RV Parking: Pull Through Site-$35, Back in Site-$30 (Currently $28/$22)

Weekly RV Parking: Pull Through Site-$175, Back in Site-$150 (Currently $150/$145)

These rates will still have the Oregon State Lodging Tax (1.8%) and the Union County Lodging Tax (3%) added to all Dailey and Weekly rates

Monthly RV Parking: Pull Through Site-$425, Back in Site-$400 (Currently $370/$345)
We would do away with the $50 Electric Charge for November-February, so the new rate would just be a year round rate, thus current residents will only see a increase of $5 over what they have previously paid for monthly rent this past winter.

A late fee of $25 will be assessed if Rent is not paid within a 5-day grace period of the due date on the contract. After 10 days has passed, if no rent has been collected, the camper will be asked to vacate their spot and bill will be turned over to collections.

The City of Elgin will still recognize a 10% discount to Good Sam's Members and Recreation USA Members and will also recognize a 20% discount for active or retired Military with ID.

Non-Park Residents without a campsite will continue to be able to take showers for $3 and dump sewer for $5.

A Space Rental is for 2 adults. More then 2 Adults in a RV is $5 per extra person and must have prior approval from Park Manager/Host if staying for more then a week, Tent spots are $3 per extra person.

PASSED AND ADOPTED this 20th day of March 2018.

With _____ Ayes, _____ Nays, _____Abstentions, _____Absent

Signed:

_____
Allan Duffy, Mayor

State of Oregon County of Union
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council, held on the 20th day of March, 2018.
Certified this _____ day of _____ 20____.

_____
Brock Loren Eckstein, Notary Public

My Commission Expires: _____

CITY OF ELGIN, OREGON RESOLUTION 5 (2018)

A RESOLUTION REZONING OF TAX LOT 1701 OF MAP #01N 39E 15CB, ELGIN, UNION COUNTY, OREGON 70064 LARIAT DRIVE FROM INDUSTRIAL CRAFTSMAN (IC) TO RESIDENTIAL 2 (R-2)

WHEREAS: The City did set the time and place for a public hearing, on the proposed vacation on March 20th, 2018 at 6:00pm at Elgin City Hall, located at 180 N 8th Ave, Elgin, Oregon 97827. Notice of the public hearing and proposed zoning change was given to the La Grande Observer, Elk Horn Media Group, posted in three conspicuous places, and mailed out to all affected property owners within 300 feet no less than 10 days before the hearing and not more than 30 days before the hearing. Posting verified by the City Administrator and Public Works Supervisor, AND;

WHEREAS: At the time and place fixed for the said hearing, to-wit: the hour of 6:00pm at Elgin City Hall, Elgin, Oregon, on Tuesday March 20th, 2018, said Council called the hearing to order, and did hold a public hearing on the proposed zoning application; no objection or remonstrance's to change the zoning of said property were made in writing or filed with the City Administrator prior to the time of the hearing, or at all, and no one appeared at the hearing to make any objections or remonstrance's to such change;

NOW THEREFORE BE IT RESOLVED THAT: TAX LOT 1701 OF MAP #01N 39E 15CB, ELGIN, UNION COUNTY, OREGON 70064 LARIAT DRIVE is now zoned Residential (R-2) and the Union County Clerk and Tax Accessor are hereby instructed to record the zoning change in the appropriate record book.

PASSED AND ADOPTED this 20th day of March, 2018

With _____ Ayes, _____ Nays, _____ Abstentions, _____Absent

Signed:

_____

Allan Duffy, Mayor

State of _____ County of _____

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Elgin Oregon at a regular or special meeting of said Council on said date.

Certified this _____ day of _____ 20 _____.

_____

Brock Loren Eckstein, Notary Public

My Commission Expires _____